

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88 (7-69)-Paid Up  
With Pooling Provision

## OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 14<sup>th</sup> day of April, 2008, between **WDOP SUB I LP, Lessor**, whether one or more whose address is 5429 LBJ Freeway, Suite 800, Dallas, Texas 75240, and **BRAXTON ACQUISITIONS, LLC, 3221 Collinsworth, Suite 210, Fort Worth, Texas 76107, Lessee**,

WITNESSETH:

1. Lessor, in consideration of Ten Dollars, receipt of which is hereby acknowledged, and of the covenants and agreements of Lessee hereinafter contained, does hereby grant, lease and let unto Lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of Tarrant, State of Texas, and is described as follows:

**Legal Description: See Exhibit "A" attached and made a part hereto.**

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 17.57 acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of **3** years from the date hereof, hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal **25.00%** part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such **25.00%** part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear **25.00%** of the cost of treating oil to render it marketable pipe line oil; (b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee **25.00%** of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of **25.00%** of such gas and casinghead gas; (c) To pay Lessor on all other minerals mined and marketed or utilized by Lessee from said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-ins, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be payable to Lessor at Lessor's address above, or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that Lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, Lessee may, in lieu of any other method of payment herein provided, pay or tender such shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as Lessee may elect. Any payment hereunder may be made by check or draft of Lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair Lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

4. Lessee is hereby granted the right to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by Lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

5. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.

6. Subject to the "no surface use" limitation of paragraph 15 in the Addendum, whenever used in this lease the word "operations" shall mean operations for any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or

in an endeavor to obtain production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.

7. Lessee shall have the use, free from royalty, of water, other than from Lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.

8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to Lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by Lessor or Lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, Lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.

9. In the event Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall notify Lessee in writing, setting out specifically in what respects Lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. If this lease is cancelled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by Lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.

10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but Lessor agrees that Lessee shall have the right at any time to pay or reduce same for Lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to Lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.

11. If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof, and Lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of Lessee, the primary term hereof shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

**See attached Addendum for additional provisions.**

IN WITNESS WHEREOF, THIS INSTRUMENT IS EXECUTED ON THE DATE FIRST ABOVE WRITTEN.

Lessor's Name:

**WDOP SUB I LP, a Delaware limited partnership**

By: WDOP Sub I GP LLC, a Delaware limited liability company,  
its General Partner

By: TIO Milestone Parent LP, a Delaware limited partnership,  
its Manager

By: TIO Milestone Parent GP LLC, a Delaware limited liability company,  
its General Partner

By: TIO Milestone LP, a Delaware limited partnership,  
its Manager

By: TIO SM Apartments GP, LLC,  
a Delaware limited liability company,  
its general partner

By:   
Christopher Phillips, Vice President

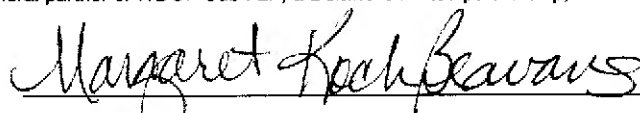
**CORPORATE ACKNOWLEDGMENT**

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the 16<sup>th</sup> day of April, 2008, by Chris Phillips, Vice President of TIO SM Apartments GP LLC, a Delaware limited liability company, the general partner of TIO Milestone LP, a Delaware limited partnership, the manager of TIO Milestone Parent GP LLC, a Delaware limited liability company, the general partner of TIO Milestone Parent LP, a Delaware limited partnership, the manager of WDOP Sub I GP, LLC, a Delaware limited liability company, the general partner of WDOP Sub I LP, a Delaware limited partnership, on behalf of said limited partnership.





Notary Public, State of Texas

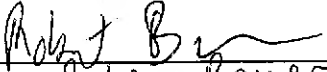
Notary's name (printed):

Notary's commission expires:

Lessor:

Braxton Acquisitions, LLC

WDOP SUB I LP, a Delaware limited partnership

  
Name: Robert Bauer  
Title: president

By: WDOP Sub I GP LLC,  
a Delaware limited liability company,  
its General Partner

By: TIO Milestone Parent LP,  
a Delaware limited partnership, its Manager

By: TIO Milestone Parent GP LLC, a Delaware limited liability company,  
its General Partner

By: TIO Milestone LP, a Delaware limited partnership,  
its Manager

By: TIO SM Apartments GP, LLC,  
a Delaware limited liability company,  
its general partner

By:   
Christopher Phillips, Vice President

## **ADDENDUM**

**ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 14, 2008 BETWEEN, WDOP SUB I LP, AS LESSOR, AND BRAXTON ACQUISITIONS, LLC, AS LESSEE, COVERING 12.5788, ACRES OF LAND, MORE OR LESS, IN TARRANT COUNTY, TEXAS.**

12. At the expiration of three (3) years after the primary term of this lease (as the same may be extended pursuant to any paragraph hereof) or at the end of the extended period of continuous development provided below, whichever is later, this lease shall terminate **SAVE AND EXCEPT** for 1) eighty (80) acres of land surrounding each producing oil well; six hundred and forty (640) acres of land surrounding each producing or commercial shut-in gas well producing or capable of producing gas in paying or commercial quantities, or 2) such greater or lesser number of acres as may then be allocated for production purposes to a proration unit for each such producing well under the rules and regulations of the Railroad Commission of Texas or any successor agency, or other governmental authority having jurisdiction. If a part of the lands covered hereby are included in a pooled unit or units on which a producing well or wells capable of producing in commercial quantities is located then the lease shall terminate as set forth above **SAVE AND EXCEPT** for that part of the lands covered hereby which are included in such unit, and further **SAVE AND EXCEPT** for the rights granted by this lease in and to the oil and gas and constituent hydrocarbons in and under each such excepted tract from the surface of the ground to a depth of 100 feet below the stratigraphic equivalent of the base of the deepest zone or horizon producing or capable of producing. Each such tract shall be in as near the form of a square or rectangle as practicable with the well located thereon being a sufficient distance from the boundary lines of such tract as to comply with the rules and regulations of the Railroad Commission of Texas and shall conform, as near as practicable, with the lease lines; provided, however, if, on the date(s) the partial release(s) called for herein becomes effective, Lessee is then engaged in the actual drilling of a well in search of oil or gas on the land covered hereby or pooled herewith or has drilled a well thereon within a period of ninety (90) days prior to the expiration of such period, then the provisions of this paragraph shall not be applicable until a period of more than one hundred and twenty (120) days elapses between the termination of drilling or reworking operations on a well and the actual commencement of drilling or reworking operations on a subsequent well on the lands covered hereby or lands pooled therewith.

It is further provided that if Lessee shall, in the conduct of drilling operations hereunder after the expiration of the primary term, commence operations for the drilling of any next succeeding well within less than the time interval specified for same in the provisions of this paragraph, and thus speeds up the development of the leased premises, Lessee shall have credit in time for such accelerated development and Lessee may, subsequently in the conduct of drilling operations, take advantage of such credit in time on a cumulative basis, and thus extend the time for the commencement of operation for the drilling of any subsequent well or wells required to be drilled under the terms of this paragraph in order to prevent termination of this lease and the limitation provisions hereof shall be extended accordingly. Lessee shall notify Lessor promptly after the happening thereof, in writing, of the date of commencement of operations of the drilling of each well on the leased premises, the date of termination of drilling operations of each well as defined in this lease, and also the time of credit claimed by Lessee, if any, in connection with each succeeding well. If Lessee shall fail to so notify Lessor as above provided, Lessee shall not be entitled to any credit in time for accelerated development as provided herein. The foregoing provision with respect to accumulation of time assumes that only one well will be drilled at a time, but in the event that Lessee may undertake the drilling of two or more wells at the same time, allowance for time will be made for the drilling of each said well to the end that Lessee shall receive credit for time accumulated for each well drilled with like effect as if each of said wells had been drilling consecutively.

Following expiration of such period or periods of time hereinabove provided for, Lessee shall execute and deliver said written release, releasing all portions of this lease not then so developed. The acreage retained under this lease as to each producing unit, as hereinabove provided, shall be selected by Lessee in a contiguous form of a square or in another shape conforming as close as possible to square and contiguous acreage, except as modified by boundary lines of leased premises.

Notwithstanding a partial termination of this lease under the above provisions, it is agreed that Lessee shall have and retain such easements of ingress and egress over those lands originally covered hereby as shall be necessary to enable Lessee to develop and operate the portion or portions of this lease then in effect for the production of oil or gas therefrom and it is further agreed that it shall not be necessary for Lessee to remove or relocate any pipelines, tank batteries or other surface equipment or installations from any portions of this lease which have terminated for so long as same continue to be used for the development of and operations on such portions of this lease as continued in force and effect.

13. Lessee agrees to indemnify, protect and hold Lessor (and surface owner, if different from Lessor) harmless of and from any and all claims, demands, losses and causes of action or suits for damages arising out of injury to persons (including death) and injury or damage to or loss of any property or improvements caused by operations conducted hereunder by Lessee, its agents, employees, servants, contractors or any person acting under its direction or contract. Further, neither Lessor nor surface owner shall ever be liable for any claims, demands, costs, expenses, damages, losses and causes of action or suits for damages because of injury to persons or property arising out of acts or omissions of Lessee, its agents, employees, servants, contractors, or any person acting under its direction and control in the conduct of operations hereunder on said lands.

14. All notices required to be given under the terms of this lease shall be given to the following persons who are designated Lessor's and Lessee's respective agents:

TO LESSEE:

Braxton Acquisitions, LLC  
3221 Collinsworth, Suite 210  
Fort Worth, Texas 76107

ATTENTION: Land Department

TO LESSOR:

WDOP SUB I LP  
5429 LBJ Freeway, Suite 800  
Dallas, TX 75240

ATTENTION: Legal Department

15. **Notwithstanding any other provisions contained herein to the contrary, no surface operations (for drilling purposes, access or other operations) will be conducted on the "Leased Premises"** however, Lessee may produce oil, gas and other minerals from the leased premises by directional drilling from a surface location on other lands or by exercising the rights set forth in Paragraph 6 above, but, notwithstanding any other provisions of this lease, Lessee agrees that the subsurface easement shall commence at and continue below the depth of one hundred feet (100'). Lessor will, however, allow seismic operations to be conducted on the "Leased Premises"; provided such operations are not disruptive to Lessor's operations or other tenants on the "Leased Premises".

16. **Force Majeure.** If Lessee, after effort made in good faith, is prevented from complying with any express or implied covenant of this Lease, from conducting drilling or reworking operations or from producing oil or gas by reason of rebellion, riots, acts of God, or any rule or regulation of governmental authority in force and effect as of the date of this Lease, then while so prevented Lessee's obligation to comply with the covenant shall be suspended, Lessee shall not be liable in damages for failure to comply therewith, and this Lease shall be extended while and so long as Lessee is so prevented; provided, however, that nothing contained in this Lease shall be construed to suspend the payment of bonuses or royalties (including shut-in royalties), and further provided that this Lease shall in no event be extended under the terms of this Paragraph for a period longer than Two (2) years. None of the provisions of this Paragraph shall ever be or become effective and applicable unless Lessee shall, within a reasonable time (not to exceed Sixty (60) days in any event) after occurrence of the claimed event above referred to, notify the Lessor, in writing, of such occurrence with full particulars thereof.

17. Either party hereto may from time to time designate in writing a different address or agent for the giving of any notice hereunder.

18. It is hereby understood and agreed by and between Lessor and Lessee that at any time during the final year of the primary term as described in paragraph 2, Lessee may, at Lessee's option, extend the primary term for an additional term of two (2) years by paying to Lessor the amount equal to the original bonus amount.

19. In the event that the Lessee's underground or seismic operations cause actual damages to the surface of the Lessor's property, Lessee hereby agrees to pay Lessor the actual cost of such damages, including, without limitation, any attorney's fees or other expenses as well as any third party damages, claims or fines suffered by Lessor. Lessee agrees to pay for damages to Lessor's property, which will include any damages to buildings, fences, roads, parking lots, and to the actual surface of the property.

20. Lessee agrees to comply with any state or local statutes, rules, regulations or ordinances now or hereafter in effect relating to Lessee's operations.

Site No. 35  
Cinnamon Park  
2612 Cinnamon Park Circle  
Arlington, TX 76016

**EXHIBIT A**

**TRACT I**

BEING ALL OF LOT "C", BLOCK 2 OF SPRING PARK ESTATES ADDITION, AN ADDITION TO THE CITY OF ARLINGTON, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 388-130, AT PAGE 43, IN THE PLAT RECORDS OF TARRANT COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH CAPPED STEEL ROD FOUND FOR CORNER IN THE EAST LINE OF SPANISH TRAIL (HAVING A RIGHT-OF-WAY OF 80.0 FEET), SAME BEING THE NORTHWEST CORNER OF THE ABOVE MENTIONED LOT "C" AND THE SOUTHWEST CORNER OF LOT "B";

THENCE NORTH 79 DEGREES 33 MINUTES 00 SECONDS EAST ALONG THE COMMON LINE BETWEEN SAID LOTS "B" AND "C" FOR A DISTANCE OF 193.63 FEET TO A 1/2 INCH CAPPED STEEL ROD FOUND FOR CORNER, SAME BEING THE NORTHEAST CORNER OF LOT "C" AND THE SOUTHEAST CORNER OF LOT "B";

THENCE SOUTH 01 DEGREES 34 MINUTES 30 SECONDS EAST ALONG THE EAST LINE OF SAID LOT "C" FOR A DISTANCE OF 410.97 FEET TO A 5/8 INCH STEEL ROD WITH PLASTIC YELLOW CAP STAMPED "JDJR" SET FOR CORNER;

THENCE SOUTH 00 DEGREES 40 MINUTES 00 SECONDS WEST ALONG THE EAST LINE OF SAID LOT "C" FOR A DISTANCE OF 174.90 FEET TO A 100D NAIL FOUND FOR CORNER;

THENCE SOUTH 00 DEGREES 38 MINUTES 48 SECONDS WEST ALONG THE EAST LINE OF SAID LOT "C" FOR A DISTANCE OF 818.25 FEET TO A 1/2 INCH CAPPED STEEL ROD FOUND FOR CORNER AT THE SOUTHEAST CORNER OF SAID LOT "C";

THENCE SOUTH 61 DEGREES 06 MINUTES 10 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT "C" FOR A DISTANCE OF 111.67 FEET TO A 1/2 INCH CAPPED STEEL ROD FOUND FOR CORNER AT THE SOUTHWEST CORNER OF SAID LOT "C", SAME POINT BEING IN THE ABOVE MENTIONED EASTERLY LINE OF SPANISH TRAIL;

THENCE NORTH 28 DEGREES 29 MINUTES 33 SECONDS WEST ALONG THE SAID EASTERLY LINE OF SPANISH TRAIL FOR A DISTANCE OF 227.81 FEET TO A 5/8

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Cinnamon Park  
2612 Cinnamon Park Circle  
Arlington, TX 76016

INCH STEEL ROD WITH PLASTIC YELLOW CAP STAMPED "JDJR" SET FOR CORNER, SAME POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 54 DEGREES 28 MINUTES 00 SECONDS, A RADIUS OF 690.00 FEET, A TANGENT DISTANCE OF 355.12 FEET;

THENCE IN A NORTHERLY DIRECTION ALONG SAID EASTERLY LINE OF SPANISH TRAIL AND ALONG SAID CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 655.93 FEET TO A P.K. NAIL SET IN CONCRETE FOR CORNER;

THENCE NORTH 25 DEGREES 58 MINUTES 27 SECONDS EAST ALONG SAID EASTERLY LINE OF SPANISH TRAIL FOR A DISTANCE OF 0.61 FEET TO A 5/8 INCH STEEL ROD WITH PLASTIC YELLOW CAP STAMPED "JDJR" SET FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 40 DEGREES 51 MINUTES 26 SECONDS, A RADIUS OF 740.00 FEET, A TANGENT DISTANCE OF 275.62 FEET;

THENCE IN A NORTHERLY DIRECTION ALONG SAID EASTERLY LINE OF SPANISH TRAIL AND ALONG SAID CURVE TO THE LEFT FOR AN ARC DISTANCE OF 527.69 FEET TO A P.K. NAIL SET IN CONCRETE FOR CORNER;

THENCE NORTH 14 DEGREES 52 MINUTES 59 SECONDS WEST ALONG SAID EASTERLY LINE OF SPANISH TRAIL FOR A DISTANCE OF 79.11 FEET TO THE PLACE OF BEGINNING.

CONTAINING A COMPUTED AREA OF 304,418 SQUARE FEET OR 6.9885 ACRES OF LAND, MORE OR LESS.

BEING THE SAME PROPERTY AS DESCRIBED IN COMMITMENT FOR TITLE INSURANCE ISSUED BY REPUBLIC TITLE OF TEXAS, INC. FOR GF NO. 04R14867 ON DECEMBER 23, 2004.

## **TRACT II**

BEING ALL OF LOT B, BLOCK 2 OF SPRING PARK ESTATES ADDITION, AN ADDITION TO THE CITY OF ARLINGTON, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 388-130, PAGE 43, IN THE PLAT RECORDS OF TARRANT COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Site No. 35  
Cinnamon Park  
2612 Cinnamon Park Circle  
Arlington, TX 76016

BEGINNING AT A 1/2 INCH STEEL ROD FOUND FOR CORNER IN THE EAST LINE OF SPANISH TRAIL (HAVING A RIGHT-OF-WAY OF 80 FEET), SAME BEING THE NORTHWEST CORNER OF THE ABOVE MENTIONED LOT B AND THE SOUTHWEST CORNER OF LOT A OF SAID BLOCK 2;

THENCE SOUTH 89 DEGREES 51 MINUTES 00 SECONDS EAST ALONG THE COMMON LINE BETWEEN SAID LOTS A AND B, FOR A DISTANCE OF 340.09 FEET TO A 1/2 INCH STEEL ROD FOUND FOR CORNER, SAME POINT BEING THE NORTHEAST CORNER OF SAID LOT B AND THE SOUTHEAST CORNER OF SAID LOT A, THE SAME POINT LYING IN THE EAST CITY LIMIT LINE OF ARLINGTON, AND THE WEST CITY LIMIT LINE OF DALWORTHINGTON GARDENS;

THENCE SOUTH 01 DEGREES 35 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID LOT B AND SAID CITY LIMIT LINE, FOR A DISTANCE OF 394.17 FEET TO A 1/2 INCH STEEL ROD FOUND FOR CORNER;

THENCE SOUTH 01 DEGREES 34 MINUTES 30 SECONDS EAST CONTINUING ALONG THE SAID EAST LINE OF LOT B AND SAID CITY LIMIT LINE FOR A DISTANCE OF 520.83 FEET TO A 1/2 INCH STEEL ROD FOUND FOR CORNER, SAME POINT BEING THE SOUTHEAST CORNER OF SAID LOT B AND THE NORTHEAST CORNER OF LOT C OF SAID LOT 2;

THENCE SOUTH 79 DEGREES 33 MINUTES 00 SECONDS WEST ALONG THE COMMON LINE BETWEEN SAID LOT B AND LOT C FOR A DISTANCE OF 193.63 FEET TO A 1/2 INCH STEEL ROD FOUND FOR CORNER AT THE SOUTHWEST CORNER OF SAID LOT B AND THE NORTHWEST CORNER OF SAID LOT C, SAME POINT LYING IN THE SAID EAST LINE OF SPANISH TRAIL;

THENCE NORTH 14 DEGREES 52 MINUTES 59 SECONDS WEST ALONG THE SAID EAST LINE OF SPANISH TRAIL, FOR A DISTANCE OF 95.02 FEET TO A 1/2 INCH STEEL ROD FOUND FOR CORNER, THE SAME POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 14 DEGREES 10 MINUTES 44 SECONDS, A RADIUS OF 760.00 FEET, A TANGENT DISTANCE OF 94.52 FEET, AND A CHORD THAT BEARS NORTH 07 DEGREES 47 MINUTES 37 SECONDS WEST, A DISTANCE OF 187.60 FEET;

THENCE, NORTHWESTERLY ALONG THE SAID EAST LINE OF SPANISH TRAIL AND ALONG THE LAST MENTIONED CURVE TO THE RIGHT, FOR AN ARC DISTANCE 188.08 FEET TO A 1/2 INCH STEEL ROD FOUND FOR CORNER;



Site No. 35  
Cinnamon Park  
2612 Cinnamon Park Circle  
Arlington, TX 76016

THENCE NORTH 00 DEGREES 42 MINUTES 15 SECONDS WEST ALONG THE SAID LINE OF SPANISH TRAIL, FOR A DISTANCE OF 89.40 FEET TO A 1/2 INCH STEEL ROD FOUND FOR CORNER, SAME POINT BEING THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 19 DEGREES 52 MINUTES 22 SECONDS, A RADIUS OF 840.00 FEET, A TANGENT OF 147.15 FEET, AND A CHORD THAT BEARS NORTH 01 DEGREES 38 MINUTES 26 SECONDS WEST, A DISTANCE OF 289.89 FEET;

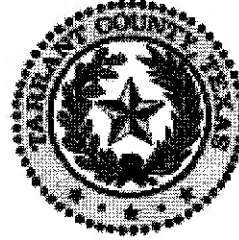
THENCE NORTHWESTERLY ALONG THE SAID EAST LINE OF SPANISH TRAIL AND ALONG THE LAST MENTIONED CURVE TO THE LEFT, FOR AN ARC DISTANCE OF 291.35 FEET TO 1/2 INCH STEEL ROD FOUND FOR CORNER;

THENCE NORTH 20 DEGREES 34 MINUTES 37 SECONDS WEST ALONG THE EAST LINE OF SPANISH TRAIL, FOR A DISTANCE OF 63.83 FEET TO AN X-CUT SET FOR CORNER, SAME POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 18 DEGREES 27 MINUTES 01 SECONDS, A RADIUS OF 760.00 FEET, A TANGENT DISTANCE OF 123.43 FEET, AND A CHORD THAT BEARS NORTH 11 DEGREES 21 MINUTES 07 SECONDS WEST, A DISTANCE OF 243.68 FEET;

THENCE NORTHWESTERLY ALONG THE SAID EAST LINE OF SPANISH TRAIL AND ALONG THE LAST MENTIONED CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 244.73 FEET TO THE PLACE OF BEGINNING.

CONTAINING A COMPUTED AREA OF 243,514 SQUARE FEET OR 5.5903 ACRES OF LAND.

BEING THE SAME PROPERTY AS DESCRIBED IN COMMITMENT FOR TITLE INSURANCE ISSUED BY REPUBLIC TITLE OF TEXAS, INC. FOR GF NO. 04R14867 ON DECEMBER 23, 2004.



THE CAFFEY GROUP LLC  
309 WEST 7TH ST #400

FT WORTH TX 76102

Submitter: THE CAFFEY GROUP LLC

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SUZANNE HENDERSON  
TARRANT COUNTY CLERK  
TARRANT COUNTY COURTHOUSE  
100 WEST WEATHERFORD  
FORT WORTH, TX 76196-0401

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration 06/10/2008 07:10 AM  
Instrument #: D208216986  
LSE 10 PGS \$48.00

By: \_\_\_\_\_



**D208216986**

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR  
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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